

EXHIBIT A

(NOTICE OF CLASS ACTION SETTLEMENT)

IN THE UNITED STATES DISTRICT COURT OF CALIFORNIA
NORTHERN DISTRICT OF CALIFORNIA
Saidel and Jackson v. CBS Radio, Inc., et al., U.S.D.C., Case No. CV 07-02948-SC

NOTICE OF CLASS ACTION SETTLEMENT

To: All CURRENT and FORMER EMPLOYEES of CBS RADIO INC., (referred to herein as "CBS Radio"), who were employed as ACCOUNT EXECUTIVES in the State of California at any time from May 3, 2003 through June 30, 2008.

PLEASE READ THIS NOTICE CAREFULLY.

Pursuant to the Order of the United States District Court of the Northern District of California, entered on [REDACTED], 2008, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the "Settlement") has been reached among the parties in this class action pending in the District Court of the Northern District of California, brought on behalf of all individuals who were employed as ACCOUNT EXECUTIVES in the State of California at any time from May 3, 2003 through June 30, 2008 (the "Settlement Class" or "Settlement Class Members"). The Court has preliminarily approved the Settlement. You have received this notice because CBS Radio records indicate that you are a member of the Class. This notice informs you of how you can make a claim under the Settlement, exclude yourself from the Settlement, or object to the Settlement.

I. BACKGROUND OF THE CASE

On May 3, 2007, two former CBS Radio Account Executives ("Plaintiffs") filed a class action against CBS Radio in state court in Alameda County, which was later moved to the United States District Court of the Northern District of California ("the Action"). In their Complaint, as amended, Plaintiffs alleged that they and the Settlement Class were not reimbursed for all business expenses that they reasonably and necessarily incurred while working for CBS Radio, including vehicle usage costs (*i.e.*, mileage), cellular phone use, client meals and entertainment, and client gifts. On June 5, 2007, CBS Radio filed its Answer to the Action. CBS Radio's Answer denied, and continues to deny, all of Plaintiffs' claims.

Plaintiffs believe this Action is meritorious based on alleged violations of California's employment laws, and that the Action is appropriate for class action treatment. CBS denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and contends that, for any purpose other than settlement, the Action is not

appropriate for class action treatment. CBS Radio further contends that it has fully complied with California's expense reimbursement laws.

On June 2, 2008, after good-faith arms-length negotiations presided over by a private mediator, the parties reached an agreement to settle the Action pursuant to the terms and conditions of the Settlement, including payments to Settlement Class Members who submit a claim.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by CBS Radio that Plaintiffs' claims in the Action have merit or that CBS Radio has any liability to Plaintiffs or the Class on any of those claims.

Plaintiffs, CBS Radio, and their lawyers have concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of all parties.

II. SUMMARY OF THE SETTLEMENT

A. Who is included in the Settlement?

You are included in the Settlement if you were employed by CBS Radio Inc., or a predecessor of CBS Radio Inc., in the State of California, as an Account Executive at any time from May 3, 2003 through June 30, 2008 ("Settlement Class Position.")

B. What will I receive from the Settlement?

CBS Radio will make a settlement payment ("Settlement Payment"), through a Claims Administrator, to each Settlement Class Member who submits a timely and valid claim, based on the formula set forth below.

The Settlement calls for a total payment by CBS Radio of Four Million Nine Hundred and Fifty Thousand Dollars (\$4,950,000). The amount to be paid to Participating Class Members from the settlement, following Court-approved deductions, is estimated at \$3,597,000, calculated as follows:

\$4,950,000	Settlement Amount
- \$1,237,500	(Estimated Attorneys' fees)
- \$30,000	(Estimated Litigation Costs)
- \$30,000	(Estimated Class Representatives' Participation Payments)
- \$30,500	(Estimated Claims Administrator Fees)
- \$25,000	("Reserve Fund" set aside for excusable late/accepted disputed claims)
\$3,597,000	Estimated Net Settlement Amount Payable to Settlement Class

The Net Settlement Amount may vary depending upon whether and in what amounts, the Court approves the “estimated” costs set forth above.

The entire Net Settlement Amount will be paid to Settlement Class Members based upon the following formula: The number of weeks worked by each Settlement Class Member as an Account Executive at any time during the period May 3, 2003 through June 30, 2008 (“Class Period”) in relation to the number of weeks worked by all members of the Settlement Class during the Class Period. Preliminarily, it is estimated that a workweek will be valued at approximately **\$49.00**.

According to CBS Radio’s records, there are Settlement Class Members who received expense reimbursements from January 1, 2004 through June 30, 2008. If you received expense reimbursements, your settlement payment, based upon the number of weeks you worked, will be reduced such that thirty-five percent (35%) of the actual expenses paid to you will be offset against your workweek payment under a formula agreed upon by the Parties and preliminarily approved by the Court.

Each Settlement Class Member who fully and completely submits a Claim Form by the deadline stated on the Claim Form is a “Participating or Eligible Settlement Class Member” and will receive a pro rata portion of the Net Settlement Amount, as described above. **The estimated amount that you can expect to receive pursuant to the proposed terms of the settlement is stated in the enclosed Claim Form.** This estimated amount is subject to change, either up or down, depending on the number of Account Executives who submit timely and valid claims, challenges to the workweek or expense reimbursement information identified in each Settlement Class Member’s Claim Form and the outcome to those challenges, as well as other factors.

The Settlement Payment to you will be treated as expenses, interest and penalties subject to IRS Form 1099 reporting, and Participating Class Members will be issued an IRS Form 1099 for such Settlement Payment. **Participating Class Members will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amount.** Neither Plaintiffs, CBS Radio, nor their respective lawyers are authorized to provide tax reporting advice and provide no advice as to whether receipt of this payment will impact prior tax filings made by Participating Class Members. **YOU MUST OBTAIN INDEPENDENT TAX ADVICE REGARDING THESE MATTERS.**

C. When will I receive my Settlement Payment?

The Settlement Payments will be paid approximately 45 days after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. The earliest that the Settlement Payment could occur is in January 2009.

D. What if I do not want to participate in this lawsuit or this Settlement?

If you elect not to participate, you must submit a "request for exclusion" as described in this notice. If you submit a timely request for exclusion, you will not receive a Settlement Payment nor will you be bound by the terms of the Settlement.

E. What if I do nothing; that is I do not request exclusion and do not submit a Claim Form?

You are still participating and will be bound by the terms of the Settlement, *however, you will not receive a Settlement Payment. To receive your share of the Settlement, you must submit a valid and timely Claim Form,* enclosed with this Notice.

F. Claims Administrator.

The Court has appointed Simpluris, Inc, to act as an independent Claims Administrator to process this settlement, to resolve any dispute concerning a Settlement Class Member's eligibility to participate in the Settlement and his or her share of the Settlement proceeds, and to make payments to Participating Class Members.

G. Release of Claims.

Each Participating Class Member (regardless of whether she or he submits a Claim Form) releases and discharges CBS Radio and past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, divisions, stations, affiliates, parents, insurers, joint ventures, assigns, and attorneys and each of their employee benefit plans, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the "Released Parties"), from the "Released Claims." For purposes of the Settlement, the "Released Claims" are defined as: all claims, debts, demands, rights, liabilities, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, action, and/or causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal constitution, statute, rule or regulation, including state wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, alleged in, arising out of, relating to, or in connection with the First Amended Complaint filed in this Action and which arose or accrued at any time during the period from May 3, 2003 through June 30, 2008. Such Released Claims shall include any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, during the Class Period, which are or could be the basis of claims that CBS Radio failed to reimburse Settlement Class Members for business-related expenses that they necessarily incurred, and all claims for penalties based upon CBS Radio's alleged failure to reimburse Settlement Class Members for business-related expenses that they

necessarily incurred during their employment; and/or that CBS Radio owes unreimbursed expenses, penalties pursuant to California Labor Code section 2699 *et seq.*, interest, attorneys' fees, or other damages of any kind based on a failure to reimburse Settlement Class Members for business-related expenses that they necessarily incurred during their employment. Such Released Claims shall also include any and all claims for waiting time penalties and payment under California Labor Code Sections 201, 202, or 203; and/or the causes of action asserted in the Action, including any and all claims for alleged failure to reimburse Settlement Class Members for business-related expenses that they necessarily incurred during their employment, claims for alleged unlawful, unfair and/or fraudulent business practices under California Business and Professions Code § 17200, *et seq.* based on CBS Radio's alleged failure to reimburse Settlement Class Members for business-related expenses that they necessarily incurred during their employment

Note to Class Members who left CBS Radio before July 1, 2008: While this release generally covers expense claims and related penalties and interest, participation releases all "waiting time penalty" claims under Labor Code Section 203 through June 30, 2008. These penalties can attach for failure to timely pay all wages upon separation from employment. The release herein is not limited to Labor Code §203 claims based only on allegations of unreimbursed business expenses.

If you were employed as an Account Executive in California at any time during the period May 3, 2003 through June 30, 2008, and you do not request exclusion from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described claims even if you do not submit a Claim Form. However, if the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue and you will not be bound.

H. Class Representatives.

In addition to their respective shares as Participating Class Members, Plaintiffs Terry Saidel and Camille Jackson will be paid up to \$20,000 and \$10,000, respectively, subject to Court approval, for their services as Class Representatives, as well as their willingness to accept the risks in the event of an unsuccessful outcome. This payment will be deducted from the gross amount of the Settlement Payment. CBS will not oppose these requests.

I. Attorneys' Fees.

Class Counsel will seek approval from the Court for payment of attorneys' fees in the amount of twenty-five (25%) of the total Settlement, or \$1,237,500, and litigation costs estimated at \$30,000 which, if approved by the Court, will be deducted from the gross amount of the Settlement Payment. Class Counsel believes that the amount for costs

and attorneys' fees requested is fair and reasonable, and CBS will not oppose Class Counsel's request for that amount.

J. Costs of Administration.

The costs of administering the Settlement will be deducted from the gross amount of the Settlement Payment. The Claims Administrator estimates this amount to be approximately \$30,500.

K. The Reserve Fund

The parties have agreed to establish a Reserve Fund of \$25,000 to pay for any late claims that the Claims Administrator deems to have been filed late but with good cause, and to pay accepted disputed claims which the Claims Administrator or Court determines was valid after the distribution date of settlement payments. The \$25,000 reserve Fund will be deducted from the Settlement amount and held in an interest-bearing account for nine (9) months after the Court finally approves the above settlement. Following the payment of all excusable late and accepted disputed claims, and after nine (9) months after the Court grants final approval, the remaining Reserved Fund, if any, will be paid to one or more charities designated by the Parties and approved by the Court.

III. PLAINTIFFS, CLASS COUNSEL AND CBS RADIO SUPPORT THE SETTLEMENT

Plaintiffs as Class Representatives and Class Counsel support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, and the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate. CBS Radio also supports this settlement and will not retaliate in any way against Settlement Class Members who participate in the Settlement and submit claims.

IV. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER?

A. Participation in the Settlement.

Plaintiffs as Class Representatives and Class Counsel represent your interests as a Settlement Class Member. Unless you elect not to participate in the Settlement by timely filing a request to be excluded, you are a part of the Class and a Participating Class Member, and you will be bound by the terms of the Settlement and any final

judgment that may be entered by the Court, and will be deemed to have released the Class Members' Released Claims against CBS Radio and all of the other Class Members' Released Parties. If you file a timely Claim Form as described below, you will receive a pro-rata share of the Net Settlement Amount, which sum will be entirely distributed to Participating Class Members who have fully and timely submitted Claim Forms. As a member of the Class, you will not be individually responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

B. Claiming a Share of the Settlement Proceeds.

To receive a share of the Settlement, you must sign the enclosed Claim Form and return it by facsimile at (800) [REDACTED] or in the enclosed pre-addressed, postage-paid envelope to:

CBS RADIO ACCOUNT EXECUTIVE CLASS ACTION CLAIMS
ADMINISTRATOR
Simpluris, Inc.
Class Action Settlement
Administration Services
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

C. Disputes as to the Amount of Time that Settlement Class Members Worked in Settlement Class Positions.

The Claim Forms mailed to each individual Settlement Class Member will list the dates during the May 3, 2003 to June 30, 2008 time period that the individual Settlement Class Member worked for CBS Radio in California in the position of Account Executive, excluding any leaves of absence in excess of two consecutive weeks. The Claim Form will also list the amount of actual reimbursement that CBS Radio paid the Settlement Class Member for business expenses between January 1, 2004 and June 30, 2008, again based on CBS Radio's records. The only issues subject to dispute are the time period in which the Settlement Class Member worked as a CBS Radio Account Executive in California and the amount that CBS Radio actually paid to each individual Settlement Class Member for actual business-expense reimbursements between January 1, 2004 and June 30, 2008. Settlement Class Members will have an opportunity to challenge the (1) number of weeks that he or she worked as a CBS Radio Account Executive during the time period of May 3, 2003 through June 30, 2008, and/or (2) the amount of reimbursements actually paid to the Settlement Class Member by CBS Radio, as identified on the Claim Form, by submitting a written challenge along with a signed

Claim Form and any supporting evidence or documentation to the Claims Administrator within the time period provided for submitting the Claim Form. CBS Radio's records will be presumed determinative, but the Claims Administrator will evaluate the information and evidence submitted by the Settlement Class Member. Any disputes, including those concerning the period of time that a Settlement Class Member worked as a CBS Radio Account Executive or the actual reimbursement paid will be finally resolved by the Claims Administrator.

D. Excluding Yourself from the Settlement.

If you do not wish to participate in the Settlement, you must send a written statement requesting exclusion from the Class and the Settlement ("Request for Exclusion"). The Request for Exclusion must include your name, address, last four digits of your Social Security Number and telephone number. The Request for Exclusion must be signed by you, dated, and returned to:

CBS RADIO ACCOUNT EXECUTIVE CLASS ACTION CLAIMS
ADMINISTRATOR
Simpluris, Inc.
Class Action Settlement
Administration Services
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

The Request for Exclusion must be postmarked no later than [REDACTED]. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service via first class mail. A Settlement Class Member who fails to mail a Request for Exclusion in the manner and by the deadline specified above will be a Participating Class Member and will be bound by all terms and conditions of the Settlement (if the Settlement is approved by the Court) and the Judgment, regardless of whether he or she has submitted a claim form or objected to the Settlement.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Class, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at his or her own expense, may pursue any claims that he or she may have against CBS Radio. An incomplete or unsigned Request for Exclusion will be deemed invalid.

DO NOT SUBMIT BOTH A REQUEST FOR EXCLUSION AND A CLAIM FORM.

IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION WILL BE DEEMED INVALID, AND THE TIMELY CLAIM FORM WILL BE ACCEPTED FOR PAYMENT PURSUANT TO THE TERMS OF THE SETTLEMENT, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

IF YOU ELECT TO SUBMIT A CLAIM FORM, IT IS STRONGLY RECOMMENDED THAT YOU KEEP A COPY OF THE COMPLETED CLAIM FORM, AND PROOF OF YOUR TIMELY MAILING. YOU SHOULD KEEP THESE ITEMS UNTIL RECEIPT OF YOUR SETTLEMENT PAYMENT. YOU MAY CALL THE CLAIMS ADMINISTRATOR TO CONFIRM RECEIPT OF YOUR CLAIM FORM. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE CLAIM IS POSTMARKED ON OR BEFORE [REDACTED]. THE POSTMARK DATE IS DETERMINATIVE OF WHETHER YOU HAVE FILED A TIMELY CLAIM FORM.

E. Objecting to the Settlement.

You may object to the terms of the Settlement before final approval, either by filing a written objection or filing a notice of your intent to appear and object at the final approval hearing. However, if the Court rejects your objection and you have not filed a Claim Form, you will not receive a settlement payment, but you will be bound by the terms of the Settlement, unless you also have submitted a timely request to be excluded.

To object, you must send a written notice of objection or a written notice of your intent to appear and object at the final approval hearing to the Court to the Claims Administrator at the addresses shown below. **DO NOT TELEPHONE THE COURT OR CBS RADIO'S COUNSEL.** Any written objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your objection and any legal support for each objection. Your written objection and/or notice of your intent to appear at the hearing must also state your full name, address, date of birth, dates of your employment, and positions held at CBS Radio in California. To be valid and effective, the Court and Administrator must receive any written objections and/or notices of intent to appear at the hearing not later than [REDACTED]. A Settlement Class Member who fails to file and serve a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

File Your Notice With :

District Court Judge Samuel Conti

United States District Court

Northern District of California

450 Golden Gate Ave, 17th Floor

San Francisco, CA 94102

And Also Send Copies of Your Notice to:

CBS RADIO ACCOUNT EXECUTIVE CLASS ACTION CLAIMS

ADMINISTRATOR

Simpluris, Inc.

Class Action Settlement

Administration Services

3176 Pullman Street, Suite 123

Costa Mesa, CA 92626

To be valid, the Claim Form must include the last four digits of your Social Security number, dated and signed by you under penalty of perjury. The Claim Form must be postmarked or faxed not later than [REDACTED], 2008. A Settlement Class Member who fails to mail a Claim Form in the manner and by the deadline specified above **will not** receive a share of the Settlement proceeds. If that Settlement Class Member also fails to file a valid and timely request for exclusion, the Settlement Class Member will be bound by all terms and conditions of the Settlement (if the Settlement is approved by the Court) and the Judgment, even though the Settlement Class Member did not receive a share of the Settlement proceeds.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing in Courtroom 1 of the United States District Court for the Northern District of California, 450 Golden Gate Ave., Courtroom 1 (17th Floor), San Francisco, CA 94102, on [REDACTED], 2008, at [REDACTED], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for costs, attorneys' fees and the participation payments made to Plaintiffs as the Class Representatives. The hearing may be postponed without further notice to the Class.

Unless you wish to object to the Settlement, it is not necessary for you to appear at this hearing. If you have given written notice of your objection to the settlement, you may appear at the hearing at your option if you have filed a notice of intent to appear by

_____, 2008. If you have not given written notice of your objection and intention to appear, any objection you have may not be heard by the Court.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class Action Settlement and Release between Plaintiffs and CBS Radio, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours in the United States District Court, Northern District of California, 450 Golden Gate Ave, 17th Floor, San Francisco, CA 94102. You also may contact Class Counsel listed below for more information:

Aaron Kaufmann, Esq.
David Pogrel, Esq.
HINTON, ALFERT & SUMNER
1646 North California Blvd., Suite 600
Walnut Creek, CA 94596
Telephone: (925) 932-6006
Facsimile: (925) 932-3412

Morris J. Baller, Esq.
GOLDSTEIN DEMCHAK BALLER
BORGES & DARDARIAN
300 Lakeside Drive, Ste. 1000
Oakland, CA 94612-3534
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Isam C. Khoury, Esq.
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Diana Khoury, Esq.
Christopher Olsen, Esq.
COHELAN & KHOURY
605 C Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000

IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR CBS RADIO'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**
- 2. If you change your mailing address, please send your new mailing address to the Claims Administrator. It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your Settlement Payment.**